



# MARYLAND Department of Health

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Robert R. Neall, Secretary

## Office of Procurement and Support Services

Dana Dembrow, Director

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## Multi-Step Invitation for Bid (MS-IFB) RESOLICITING FOR CODING AND DATA ENTRY SERVICES MDH/OPASS #20-18679/eMMA Project ID# BPM019316

### Addendum #5

Issued: May 20, 2020

All persons who are known by the Issuing Office to have received the above-mentioned MS-IFB are hereby advised of the following revisions to the MS-IFB:

#### **3.7.2 Security Clearance / Criminal Background Check Now Reads:**

b) The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

#### **3.7.2 Security Clearance / Criminal Background Check REVISED TO READ:**

b) The Contractor shall obtain at its own expense a State and/or federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

#### **3.6 Insurance Requirements Now Reads:**

3.6.1 d) The Contractor shall possess and maintain throughout the term of the awarded Agreement and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$5 million (\$5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Agreement and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**3.6 Insurance Requirements REVISED TO READ:**

3.6.1 d) The Contractor shall possess and maintain throughout the term of the awarded Agreement and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$1 million (\$1,000,000) per claim. Any “insured vs. insured” exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State’s rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Contractor’s duties and obligations under the Agreement and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**Technical Offer Test File REVISION**

For the purposes of providing a bid for this IFB, Offerors are to submit one 16Gb USB flash drive with all of the required encoded test files. Test files are to follow the naming conventions found in this IFB and the Offerors are to provide separate files for each of the separate types of forms (i.e., BCCDT CMS1500, Medicaid CMS1500, etc.). Only the awarded vendor will have to return hard copies of documents, as part of the regular scope of work of the contract.

Each Bidder is required to label the sealed Technical Test File with the

- o MS-IFB title and MDH OPASS number,
- o Name and address of Bidder,
- o Closing date and time of receipt of Bids
- o Include name, email address and telephone number of a contact person

Attention: Timothy L. Stein  
Maryland Department of Health  
Division of Medicaid Information Systems (DMIS)  
201 W. Preston Street Room SS-6  
Baltimore, MD 21201

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations, COMAR 21.05.02.08 and with the approval of the Procurement Officer MDH.

May 20, 2020

Date

*Dana Dembrow*

Dana Dembrow  
Procurement Officer, OPASS

**ADDENDUM # 5ACKNOWLEDGEMENT OF RECEIPT FORM**

I acknowledge receipt of Addendum #5 to MS-IFB MDH/OPASS #20-18679  
“RESOLICITING FOR CODING AND DATA ENTRY SERVICES” dated May 20, 2020.

\_\_\_\_\_  
Vendor’s Name

\_\_\_\_\_  
Authorized Signatory – (Print/Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*To be submitted with Offeror’s bid response.*

**ADDENDUM # 5**